

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Marcus A. Little Shanyel M. Little		CHAPTER 13
	Debtor(s)	
MIDFIRST BANK		
	Movant	
vs.		NO. 21-10824 MDC
Marcus A. Little Shanyel M. Little		
	Debtor(s)	
William C. Miller Esq.		11 U.S.C. Section 362
	Trustee	

**MOTION OF MIDFIRST BANK
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is MIDFIRST BANK.
2. Debtor(s) is/are the owner(s) of the premises 604 Wellfleet Drive , Middletown, DE 19709, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$385,600.00 on the mortgaged premises that was executed on June 28, 2016. The Mortgage has been assigned as follows:
Amerihome Mortgage Company, LLC to Midfirst Bank, A Federally Chartered Savings Association filed on November 26, 2018 at Instrument Number 20181126-0063242.
4. William C. Miller Esq., is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$2,678.02 for the months of April 2021 through July 2021.
7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and

legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$10,712.08 (plus attorney's fees & costs if applicable).

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Rebecca A. Solarz, Esq.

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